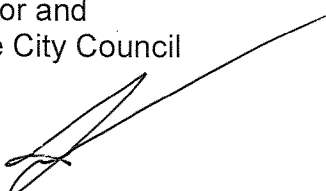


CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: John A. Russo
City Manager 

Date: September 20, 2011

Re: Adopt a Resolution Authorizing Execution of an Agreement with the State of California for Landscape Maintenance within the State Highway Right-of-Way on Route 260 for the Webster Street/Wilver "Willie" Stargell Avenue Intersection Project

BACKGROUND

On May 8, 2008, the City Council adopted Resolution No. 14092 and entered into a Cooperative Agreement with the State of California Department of Transportation (Caltrans) to construct the Wilver "Willie" Stargell Avenue Extension Project. The Cooperative Agreement requires the City to maintain the landscaping, irrigation systems, vegetated swales, sidewalks, bike paths, and fences, as well as to perform litter and weed removal within State Highway right-of-way of State Route (SR) 260, as shown on Exhibit 1 of the agreement.

DISCUSSION

Caltrans has prepared an "Agreement for Landscape Maintenance within the State Highway Right-of-Way on Route 260 within the City of Alameda," copy attached, consistent with the requirements of the Cooperative Agreement. The Public Works Department has reviewed the Agreement and finds it acceptable. A resolution authorizing execution of this Agreement is required by Caltrans.

Maintenance of the new traffic signal at Webster (SR 260) and Stargell Avenue and other associated maintenance functions requires a separate agreement. Once the Landscape Maintenance Agreement for Stargell is approved by the City Council, Caltrans is ready to begin the preparation of the modified citywide agreement and expects to present it to Public Works staff for review in early 2012.

FINANCIAL IMPACT

The annual cost for the increased maintenance responsibilities associated with the agreement is estimated to be \$38,000. Caltrans has agreed to fund the on-going costs for this maintenance work until December 2011. Since the Alameda Landing project is required to contribute toward the construction and maintenance of the Stargell Avenue

City Council
Agenda Item #5-G
09-20-11

project, Public Works staff is currently in discussions with Community Development staff and the developer to have the project provide on-going funding for a portion of the maintenance costs. Since the General Fund pays for on-going street tree and median maintenance, should discussions with the Alameda Landing developer prove unsuccessful, staff will return to the City Council with a mid-year budget request of \$19,000 to fund the work for the remainder of the fiscal year.


MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Alameda Municipal Code.

RECOMMENDATION

Adopt a resolution authorizing execution of an agreement with Caltrans for landscape maintenance within the State highway right-of-way on Route 260 for the Webster Street/Wilver "Willie" Stargell Avenue intersection project.

Respectfully submitted,



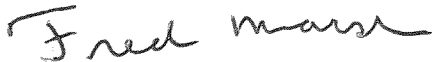
Matthew T. Naclerio
Public Works Director

By,



Barbara Hawkins
City Engineer

Approved as to funds and account,



Fred Marsh
Controller

Exhibit:

1. Agreement for Landscape Maintenance within the State Highway Right-of-Way on Route 260 within the City of Alameda

**AGREEMENT FOR LANDSCAPE MAINTENANCE
WITHIN STATE HIGHWAY RIGHT OF WAY
ON ROUTE 260 WITHIN THE CITY OF ALAMEDA**

THIS AGREEMENT is made and executed effective this ____ day of _____ 2011, by and between the State of California, acting through its Department of Transportation, hereinafter referred to as "STATE," and the City of Alameda, hereinafter referred to as "CITY," together referred to as "PARTIES".

WITNESSETH

RECITALS:

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE'S right of way by a Cooperative Agreement 4-2198 dated May 8, 2008.
2. This Agreement addresses CITY responsibility for the landscaping, planted median, planting, irrigation systems, litter and weed removal, vegetated swales, sidewalks, bike paths, and fences, (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 260, as shown on Exhibit A, attached to and made a part of this Agreement.

Section I

In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:

- a) PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
- b) When a planned future improvement is constructed and/or a minor revision has been effected with STATE'S consent or initiation within the limits of the STATE'S right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and provide a new dated and revised Exhibit "A" which will be made a part hereof by an amendment to this Agreement when executed and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the Parties hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

Section II

CITY agrees, at CITY expense, to do the following:

- a) CITY may install, or contract authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (section 27 of the Streets and Highways Code) LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
- b) CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed civil engineer or licensed Landscape Architect, for LANDSCAPING to STATE'S District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE'S applicable standards.
- c) CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- d) An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
- e) CITY contractors will also obtain encroachment permits prior to the start of any work within STATE'S right of way.
- f) To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth in perpetuity.
- g) To replace unhealthy or dead plantings when observed within 30 days when notified by STATE that plant replacement is required.
- h) To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
- i) To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
- j) To control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and

regulations established by the California Department of Food and Agriculture and latest Caltrans approved Chemical and Adjuvant Lists as shown in Exhibit "B". All chemical spray operations shall be reported quarterly (form LA17) to the STATE to: District 4 Maintenance Landscape Specialists. This report must include Date, Time, Herbicide, Rate, and Quantity.

To comply with CITY's Integrated Pest Management (IPM) Policy as required by Municipal Regional Stormwater NPPDES Permit (MRP) Order No. R2-2009-0074 issued on October 14, 2009 by the San Francisco Regional Water Quality Control Board, or latest permit re-issuance.

- k) To expeditiously repair any STATE facility damage ensuing from CITY's LANDSCAPE sign and presence and, activities, including, but not limited to, damage caused by plants and plant roots and to reimburse STATE for its costs to repair STATE facility damage ensuing from CITY's LANDSCAPE presence and activities should STATE be required to cure a CITY default.
- l) To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- m) To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems including wireless radar traffic monitoring, traffic signal services and controller cabinet installed by and for CITY.
- n) To inspect LANDSCAPING on a regular monthly or bi-weekly basis to ensure the safe operation and condition of the LANDSCAPING.
- o) To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
- p) To MAINTAIN all sidewalks/bike paths within the AGREEMENT limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths or the LANDSCAPING in an expeditious manner.
- q) To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
- r) To allow random inspection of LANDSCAPING, street lighting systems, sidewalks/bike paths and signs by a STATE representative.

- s) To keep the entire landscaped area policed and free of litter and deleterious material.
- t) All work by or on behalf of CITY will be done at no cost to STATE.

Section III

STATE agrees to do the following:

- a) May provide CITY with timely written notice of unsatisfactory conditions that require correction by CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
- b) Issue encroachment permits to CITY and CITY contractors at no cost to them.

Section IV

Legal Relations and Responsibilities:

- a) Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and MAINTENANCE of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.
- b) If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY'S expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. The CITY hereby agrees to pay said STATE expenses within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to effect that cure.
- c) Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to

be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

- d) Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
- e) Insurance
CITY and their contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the State of California, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a certificate of Insurance in a form satisfactory to Department that shall be delivered to Department with a signed copy of this Agreement.
- f) Prevailing Wage Requirements: Labor Code Compliance:
If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, repair or maintenance CITY must conform to the provisions of Labor Code sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.
- g) Prevailing Wage Requirements in Subcontracts
CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.
- h) Termination
This Agreement may be terminated by timely mutual written consent by the PARTIES, and CITY's failure to comply with the provisions of this Agreement will be grounds for a Notice of Termination by STATE.

i) Term of Agreement

This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the parties or until terminated by STATE for cause.

j) STATE reserves the absolute right to use its right of way, including that occupied by the permitted PROJECT, for future transportation uses that may mandate the timely removal of the PROJECT at CITY's sole cost should STATE inform CITY to that effect. STATE may also permit other uses by third parties within the PROJECT site location as future needs shall require without any compensation due from STATE as a consequence of any resultant adverse impacts upon the PROJECT.

k) The PARTIES are empowered by Street and Highways Code section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

CITY OF ALAMEDA

STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

By _____
City Manager

MALCOLM DOUGHERTY
Acting Director of Transportation

Attest:

City Clerk

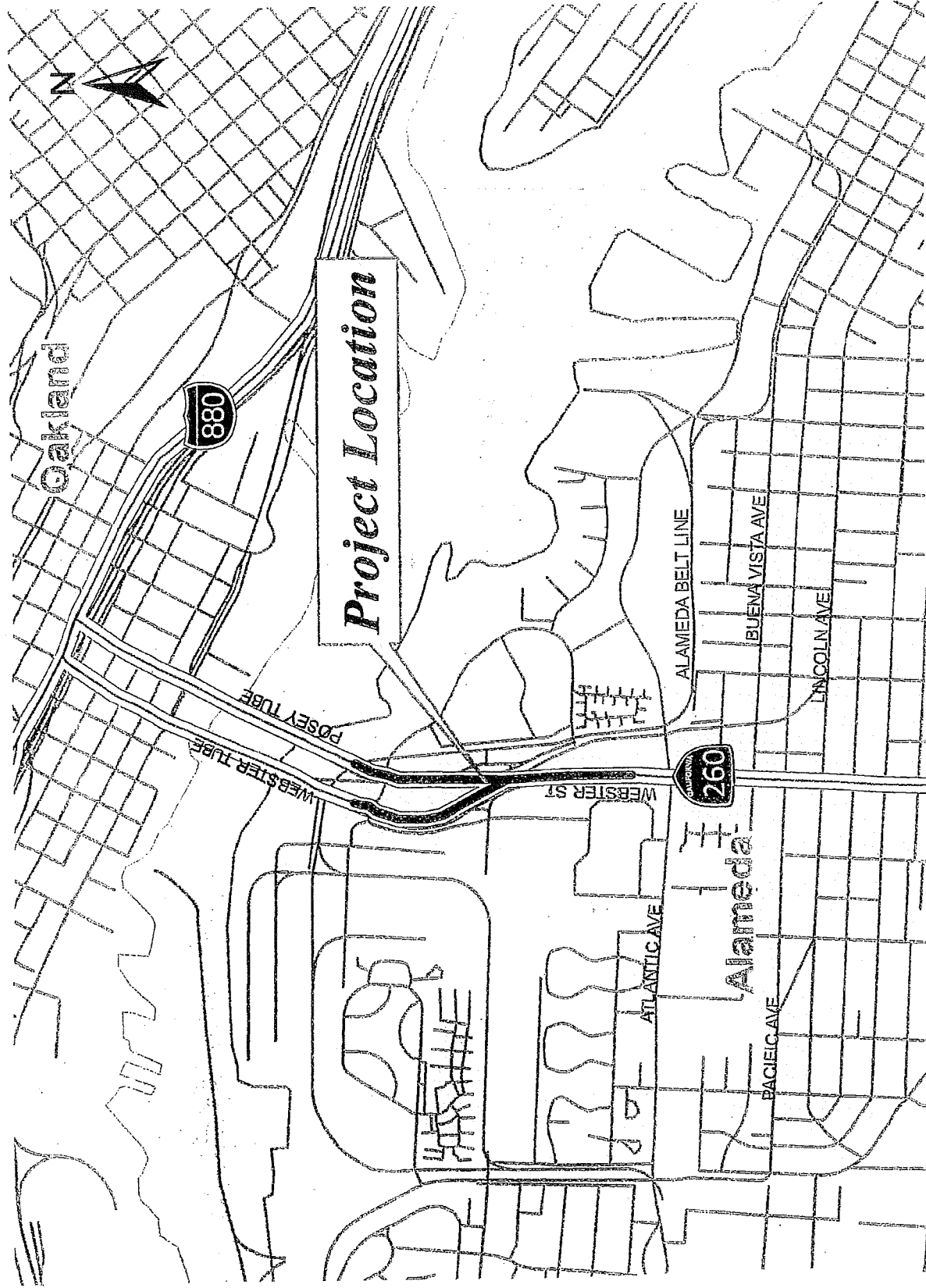
By _____ Date _____
Nader Eshghipour
Deputy District Director
District 4 Maintenance

Approved as to form
and procedure:

Approved as to form
and procedure:

City Attorney

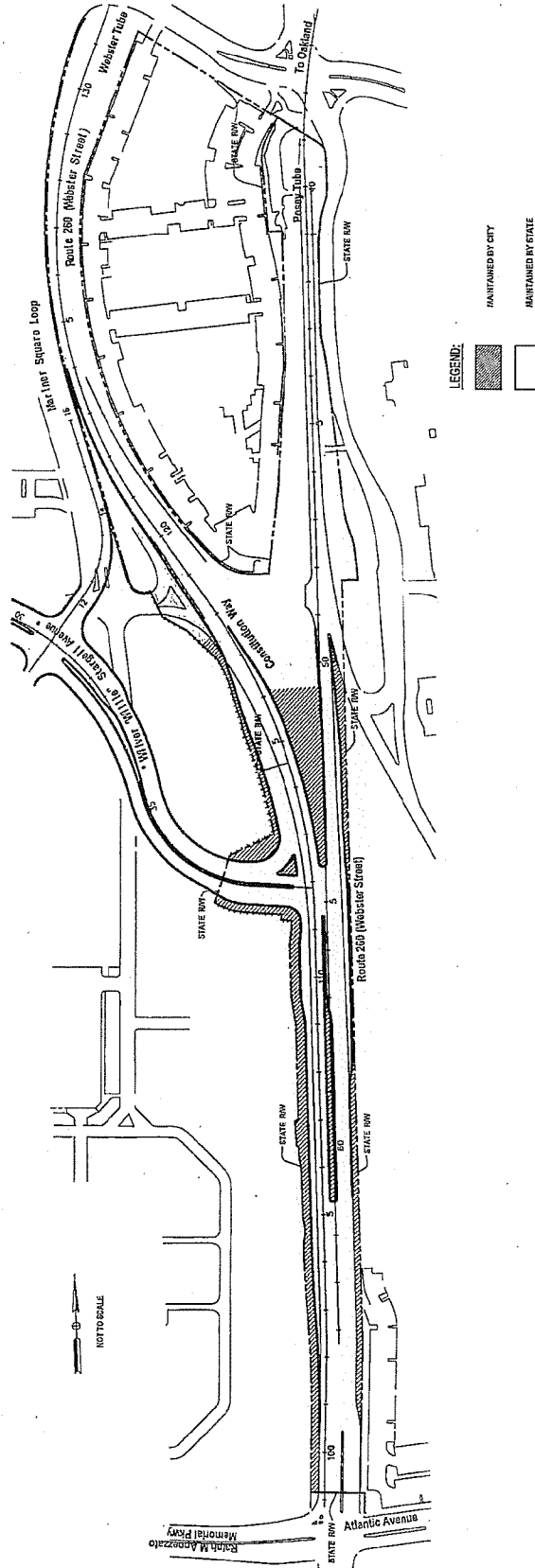
Attorney
Department of Transportation



[illegible]

TYPICAL SECTION

NOT TO SCALE



04-ALA-260 POST MILES 0.6/1.2 Date: DECEMBER 2008

EXHIBIT "B"

December 2010

CALTRANS APPROVED CHEMICAL LIST

SVS Part Number	EPA Number (without extra 0's) & IMMS Code	Product Name (Brand Name)	Chemical Name	Common	MoA	Manufacturer
HERBICIDES						
6840-10349	0062719-00324-ZA-0000000	Accord Concentrate	53.8% Glyphosate IPA		9	Dow AgroSciences LLC
6840-10352	0062719-00517-ZC-0000000	Accord XRT	53.8% Glyphosate IPA		9	Dow AgroSciences LLC
6840-10364	0062719-00556-AA-0000000	Accord XRT II	50.3% Glyphosate DMA		9	Dow AgroSciences LLC
6840-11683	0000524-00343-ZF-0000000	AquaMaster	53.8% Glyphosate IPA		9	Monsanto Company
6840-16948	0000100-01060-AA-0070506	Devrinol 50 DF Orn Sel	50.0% Napropamide		15	United Phosphorus, Inc.
6840-17852	0062719-00542-AA-0000000	Dimension 2EW	24.0% Dithiopyr		3	Dow AgroSciences LLC
6840-17801	0062719-00445-ZA-0000000	Dimension Ultra 40 WP	40.0% Dithiopyr		3	Dow AgroSciences LLC
6840-18171	0062719-00311-AA-0000000	Diuron 4L IVM	40.0% Diuron		7	Dow AgroSciences LLC
6840-19134	0000228-00398-AA-0000000	Riverdale Endurance	65.0% Prodiamine		3	NuFarm America's Inc.
6840-16001	0083220-00002-AA-0000000	EZ-JECT Copperhead Herbicide Shells	83.5% Imazapyr		2	EZ-JECT Inc.
6840-21468	0000100-01084-AA-0000000	Fusilade II Turf & Orn	24.5% Fluazipol-P-Butyl		1	Syngenta Crop Protection Inc.
6840-21443	0062719-00145-AA-0000000	Gallery 75 DF	75.0% Isoxaben		21	Dow AgroSciences LLC
6840-21583	0062220-00028-AA-0000000	Galigan 2E	22.2% Oxyfluorfen		14	Makhteshim-Agan of North America Inc.
6840-21633	0062719-00527-AA-0000000	Garlon 4Ultra	60.5% Triclopyr ester		4	Dow AgroSciences LLC
6840-21759	0062719-00424-AA-0000000	Goal 2XL	22.3% Oxyfluorfen		14	Dow AgroSciences LLC
6840-19161	0062719-00447-ZA-0000000	Goaltender	41.0% Oxyfluorfen		14	Dow AgroSciences LLC
6840-22205	0000352-00692-AA-0000000	Karmex XP	80.0% Diuron		7	DuPont De Nemours & Co.
6840-22128	0000352-00505-AA-0000000	Krovar I DF	40.0% Bromacil + 40.0% Diuron		5 7	DuPont De Nemours & Co.
6840-23854	0000352-00621-AA-0000000	Landmark MP	50.0% Sulfometuron + 25.0% Chlorosulfuron		2 2	DuPont De Nemours & Co.
6840-23841	0000352-00645-AA-0000000	Landmark XP	50.0% Sulfometuron + 25.0% Chlorosulfuron		2 2	DuPont De Nemours & Co.
6840-23981	0062719-00305-AA-0000000	Lontrel Turf & Orn	40.9% Clopyralid MEA		4	Dow AgroSciences LLC

Note: For latest list, check with Caltrans- Division of Maintenance

December 2010

SVS Part Number	EPA Number (without extra 0's) & IMMS Code	Product Name (Brand Name)	Chemical Name	Common	MoA	Manufacturer
HERBICIDES – Continued						
6840-24502	0000352-00556-AA-0000000	Matrix	25.0% Rimsulfuron		2	DuPont De Nemours & Co.
6840-25606	0062719-00537-AA-0000000	Milestone VM	40.6% Aminopyralid		4	Dow AgroSciences LLC
6840-25772	0062719-00572-AA-0000000	Milestone VM Plus	16.2% Triclopyr amine + 2.2% Aminopyralid		4	Dow AgroSciences LLC
6840-27636	0000352-00601-AA-0000000	Oust XP	75.0% Sulfometuron		2	DuPont De Nemours & Co.
6840-27206	0000524-00500-AA-0000000	Outrider	75.0% Sulfosulfuron		2	Monsanto Company
6840-27586	0072167-00015-AA-0074477	Veg Mgr Oryzalin 4 Pro	41.0% Oryzalin		3	Vegetation Management
6840-28083	0062719-00176-ZA-0000000	Pathfinder II	13.6% Triclopyr ester		4	Dow AgroSciences LLC
6840-19173	0059639-00120-ZA-0000000	Payload	51.0% Flumioxazin		14	Valent USA Corporation
6840-28133	0000241-00416-AA-0000000	Pendulum AquaCap	37.8% Pendimethalin		3	BASF Corporation
6840-29186	0007969-00058-AA-0000000	Peast	18.0% Sethoxydim		1	BASF Corporation
6840-25760	0000524-00535-AA-0000000	QuikPRO	73.3% Glyphosate + 2.9% Diquat		9 22	Monsanto Company
6840-30479	0062719-00324-ZB-0000000	Rodeo	53.8% Glyphosate IPA		9	Dow AgroSciences LLC
6840-30485	0000100-01091-AA-0000000	Reward Lndsp & Aquatic	37.3% Diquat		22	Sygenta Crop Protection Inc.
6840-30517	0000432-01465-AA-0000000	Ronstar Flo	34.1% Oxydiazon		14	Bayer Environmental Science
6840-25796	0000524-00529-AA-0000000	Roundup Pro Concentrate	50.2% Glyphosate IPA		9	Monsanto Company
6840-30543	0000524-00475-ZA-0000000	Roundup Pro	41.0% Glyphosate IPA		9	Monsanto Company
6840-30556	0000524-00505-AA-0000000	Roundup Pro Dry	71.4% Glyphosate MSA		9	Monsanto Company
6840-30568	0000524-00579-AA-0000000	Roundup PROMAX	48.7% Glyphosate K salt		9	Monsanto Company
6840-31420	0019713-00060-AA-0000000	Drexel Simazine 4L	40.0% Simazine		5	Drexel Chemical Company
6840-32206	0000228-00408-AA-0000000	Riverdale Spyder	75.0% Sulfometuron		2	NuFarm America's Inc.
6840-13410	0000241-00398-ZA-0000000	Stalker	27.6% Imazapyr		2	BASF Corporation
6840-33121	0070506-00044-AA-0000000	Surflan AS Specialisty	40.4% Oryzalin		3	United Phosphorus, Inc.
6840-33412	0000352-00522-ZA-0000000	Telar DF	75.0% Chlorsulfuron		2	DuPont De Nemours & Co.
6840-33424	0000352-00654-AA-0000000	Telar XP	75.0% Chlorsulfuron		2	DuPont De Nemours & Co.

December 2010

SVS Part Number	EPA Number (without extra 0's) & IMMS Code	Product Name (Brand Name)	Chemical Common Name	MoA	Manufacturer
HERBICIDES – Continued					
6840-34186	0062719-00259-AA-0000000	Transline	40.9% Clopyralid MEA	4	Dow AgroSciences LLC
6840-34642	0062719-00258-AA-0000000	Turfion Ester	61.6% Triclopyr ester	4	Dow AgroSciences LLC
PLANT GROWTH REGULATORS					
6840-19387	0002217-00759-AA-0000000	Embank 2-S	28.0% Mefluidide		PBI / Gordon Corporation
TREE GROWTH REGULATORS					
6840-13802	0000100-50076-AA-0074779	Cambistat 2SC	22.3% Paclobutrazol		Rainbow Treecare Scientific Advancements
6840-29402	0057690-00022-AA-0000000	Profile 2SC	21.8% Paclobutrazol		Sepro Corporation
BIOLOGICAL CONTROL - FOR USE BY VECTOR CONTROL AGENCIES ONLY					
not applicable (Do Not Buy or Apply)	0073049-00020-AA-0000000	Vectolex CG Biological Larvicide	Bacillus sphaericus, serotype H-5A5B, strain 2362	n/a	Valent Biosciences Corp.
INSECTICIDES AND RODENTICIDES					
6840-00300		Insecticide House Hold			Any
6840-21881	0012455-00091-AA-0000000	Final Rodenticide Ready-to-Use Place Pac	0.005% Brodifacoum		Bell Laboratories, Inc.
6840-21708		Gopher Bait			
6840-33362	0036029-00017-AA-0000000	Ground Squirrel Bait by Wilco Ag - Restricted Use	0.005% Diphacinone		Wilco Distributors
6840-22179	0007946-00016-AA-0000000	Imicide 4ML	10.0% Imidacloprid		J.J. Maugel Company
6840-22181	0007946-00016-AA-0000000	Imicide 3 ML	10.0% Imidacloprid		J.J. Maugel Company
6840-24209	0007173-00189-AA-0000000	Maki Paraffin Blk Rat Bait	0.005% Bromadiolone		Lipha Tech Inc.
6840-32319	0065328-50001-AA-0000000	Spray Tech Oil	none		Spray Tech Inc.
6840-30238	0000056-00042-AA-0000000	Rat Bait (Diphacinone)	0.005% Diphacinone		JT Eaton & Company, Inc
6840-30378	0010965-50003-ZA-0000000	Rodent Bait Diphacinone Treated Grain	0.01% Diphacinone		California Dept of Food & Ag (Fresno County Ag)
6840-30455	0010965-50001-ZA-0000000	Rodent Bait Diphacinone Treated Grain	0.005% Diphacinone		California Dept of Food & Ag (Tulare County Ag)
6840-25428	0000432-01318-AA-0000000	Merit 75 WSP Insecticide	75.0% Imidacloprid		Bayer Environmental Science

EXHIBIT "B"

December 2010

**Caltrans Approved Adjuvants List
July 2003**

PART NUMBER	PRODUCT NAME	EPA NUMBER (NOT REQUIRED)	MANUFACTURER
6840 - Adjuvants			
6840-10313	Activator 90	0034704-50034-AA-0000000	Loveland Products, Inc
6840-10402	Agri-Dex	0005905-50094-AA-0000000	Helena Chemical Company
6840-13093	Bivert	0029350-50157-AA-0000000	Wilbur Ellis
6840-14501	Chem-trol Choice Water	0034704-50040-AA-0000000	Loveland Products
6840-15302	Conditioner	0036208-50028-AA-0000000	Loveland Ind.
6840-15353	Cling-Tight	0011656-50003-AA-0000000	Miller/WFS
6840-15403	Compellitor CMR Herbicide	0002935-50173-00-0000000	Wilbur Ellis
6840-15389	Activator	1050775-50020-AA-0000000	Creative Mktg & Research, Inc.
6840-30606	Reign Drift (Chem-trol)	0034704-50045-00-0000000	Loveland Products
6840-21189	First Choice Ultra Pro	0011656-50099-AA-0000000	Western Farm
6840-21900	GROUNDED-CA	0005905-50096-AA-0000000	Helena Chemical Company
6840-22003	Hasten	0002935-50160-00-0000000	Wilbur Ellis
6840-22155	In-Place Drift Control	0002935-50169-AA-0000000	Wilbur Ellis
6840-25909	Moract First Choice No Foam	0002935-50098-AA-0000000	
6840-10251	A	0011656-50086-ZA-0000000	Western Farm
6840-30113	Pro-Spreader Activator	1050775-50022-AA-0000000	Target
6840-30137	Quest	0005905-50076-AA-0000000	Helena Chemical Company
6840-32408	Super Spread	0002935-50170-AA-0000000	Wilbur Ellis
6840-32333	Sta-pul Surfactant non-ionic	0017545-50015-AA-0000000	Monterey
6840-33160	90%	Exempt	
6840-32459	Surfix-P	0005905-50088-AA-0000000	Helena Chemical Company
6840-33311	Sylgard 309	0002935-50161-AA-0000000	Wilbur Ellis
ANTI-FOAMS, DYES, TANK CLEANERS AND OTHER CHEMICAL AGENTS			
6820- Dyes			
6820-00005	Dyes	Exempt	
6820-00106	Turf Mark Blue (liquid)	Exempt	Becker-Underwood
6820-10107	ER 10 Green	Exempt	Geigy
6820-10121	Blazon Blue	Exempt	Blazon
6820-10145	Blazon Blue 2.5 gal.	Exempt	Blazon
6820-10208	Blazon EZ Pak WSP	Exempt	Blazon
6820-10158	Blazon Liquid Dye	Exempt	Blazon

Note: For latest list, check with Caltrans- Division of Maintenance

CITY OF ALAMEDA RESOLUTION NO. _____

AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE STATE OF CALIFORNIA FOR LANDSCAPE MAINTENANCE WITHIN THE STATE HIGHWAY RIGHT-OF-WAY ON ROUTE 260 FOR THE WEBSTER STREET/WILVER "WILLIE" STARGELL AVENUE INTERSECTION PROJECT

Approved as to Form

City Attorney

WHEREAS, Cooperative Agreement 4-2198, effective May 8, 2008, between the State of California and City of Alameda obligates the City to enter into a maintenance agreement for the Wilver "Willie" Stargell Avenue Project within the State right-of-way and the terms and conditions thereof; and

WHEREAS, the State of California, acting through its Department of Transportation, has presented the City with an agreement for the maintenance of the landscaping, planted median, planting, irrigation systems, litter and weed removal, vegetated swales, sidewalks, bike paths, and fences placed within State Highway right-of-way on State Route 260, as shown on Exhibit A of the agreement; and

WHEREAS, the City of Alameda is authorized to enter into this maintenance agreement with the State of California pursuant to California Streets and Highways Code Sections 114 and 130.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alameda that said Agreement for Landscape Maintenance within the State of California Right-of-Way on Route 260 within the City Of Alameda is hereby approved and the Mayor is hereby authorized to execute said Agreement on behalf of the City and the City Clerk is directed to attest to same.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 20th day of September, 2011, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 21st day of September, 2011.

Lara Weisiger, City Clerk
City of Alameda

**Resolution #5-G CC
09-20-11**